

# **LoRa Alliance, Inc.**

## **Institutional Member Participation Agreement**

This Institutional Member Participation Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between LoRa Alliance, Inc. (the “Alliance”) and \_\_\_\_\_, on its own behalf and on behalf of its Affiliates (collectively, “Member”).

**WHEREAS**, the Alliance has been formed as a nonprofit non-stock corporation for the purposes set forth in Article II of the Alliance’s bylaws (the “Bylaws”); and

**WHEREAS**, Member desires to participate in the Alliance as an Institutional Member on the terms and conditions stated in this Agreement and in the Organizational Documents (as defined below).

**NOW, THEREFORE**, upon the approval of Member as an Institutional Member by the Board of Directors of the Alliance, the Alliance agrees to allow Member to join the Alliance on the terms and conditions contained herein and in the Organizational Documents, and Member agrees to abide by the terms and conditions contained herein and in the Organizational Documents.

### **Agreement**

#### **1. INCORPORATION**

The Alliance is organized as a nonprofit non-stock corporation under the laws of the State of Delaware. LoRa™, LoRa™ Alliance and LoraWAN™ are the exclusive trademarks of Semtech Corporation (“Semtech”) and are used herein pursuant to a license between Semtech and LoRa Alliance. The Alliance’s Bylaws are attached as **Exhibit 1**, and the Alliance’s Intellectual Property Rights Policy is attached as **Exhibit 2** (the “IPR Policy,” and together with the Alliance’s Certificate of Incorporation, the Bylaws, the IPR Policy and any other policies, procedures or other documents or arrangements promulgated by the Board of Directors from time to time during the term of this Agreement, the “Organizational Documents”). Member acknowledges that the Organizational Documents may be amended from time to time in accordance with the provisions of the respective document, and as may be allowed by law. Members will be notified at least sixty (60) days prior to adoption of any substantive changes to any of the Organizational Documents, and will have an opportunity to present concerns regarding changes to the Board of Directors. If changes are upheld, and an objecting Member declines to be subject to such changes, that Member can resign from the Alliance before the expiration of the sixty (60) day review period and such resigning Member will not be subject to the changed Organizational Documents.

#### **2. MEMBERSHIP AND AFFILIATES**

Member acknowledges and agrees that Member's obligations under this Agreement are binding upon Member and its Affiliates. Member shall be responsible for any breach by Member or its Affiliates of any such terms.

### **3. MEMBERSHIP**

**3.1 Adherence to Alliance Policies.** During the term of this Agreement, Member shall be entitled to the benefits provided by this Agreement and the Organizational Documents, in accordance with Member's membership class. Member has reviewed, hereby approves and agrees to adhere to the Organizational Documents, as they currently exist and as they may be amended from time to time, subject to the notice of change being provided as set forth in Section 1.

**3.2 Membership Dues, Fees and Assessments.** Member agrees to pay all applicable membership dues imposed on Institutional Members of the applicable class by the Board of Directors. Unless otherwise determined by the Board of Directors, Member's annual term shall begin on the later of (i) the date such Member's initial membership dues are received and (ii) the effective date of approval of Member as an Institutional Member by the Board of Directors, and shall continue for a twelve (12) month period. Subject to the terms of Section 6 and the Bylaws, Member may apply to renew its membership for subsequent twelve (12) month periods by paying the then current annual dues established by the Board of Directors and providing updated supplementary application information in accordance with the current procedures of the Alliance. Member acknowledges that renewal of its annual membership as an Institutional Member is subject to approval of the Board of Directors.

**3.3 Costs and Expenses.** Member shall bear its own costs and expenses associated with its participation in the Alliance, including without limitation compensation of its employees and all travel and other expenses associated with Member's participation in the Alliance's meetings and conferences, and Member understands that it has no right of reimbursement from the Alliance for any such expenses.

**3.4 Publicity.** The following provisions shall govern publicity relating to the Alliance and the Members:

(a) **Media Releases and Use of Names, Trademarks and Logos of Members.** The Alliance agrees that each Member shall have the right to list the Alliance's name and logo on Member's website and advertising and promotion materials in accordance with the policies and procedures established by the Alliance. However, Member may not identify any action, program, product or service as being sanctioned by, sponsored by or associated with the Alliance, unless in accordance with the policies and procedures established by the Alliance. Except as may be allowed pursuant to written instructions issued by Member, neither the Alliance nor Member shall use the name of another Member or Members in any form of publicity without the written permission of the other Member or Members, provided that the Alliance (unless otherwise requested in writing by Member) may publicly disclose and identify the membership of Member in the Alliance. Alliance may use Member's name and logo in Alliance website, advertising, documentation, press releases, brochures and other materials only with Member's express

written permission and in compliance with Member's logo usage guidelines provided to the Alliance by Member. Notwithstanding any such written request by Member, the Alliance may disclose the membership of Member if required by applicable law or regulation or the order of any court of competent jurisdiction.

(b) Compliance with Alliance Communications Policies. All publicity related to the Alliance, whether promulgated by the Alliance or by Member, shall be in compliance with the policies and procedures adopted by the Board of Directors from time to time.

#### **4. CONFIDENTIALITY**

All Draft Specifications developed by the Alliance or by Members within Committees or Work Groups (as such terms are defined in the Bylaws), shall not be shared outside of a Member's enterprise until the Committee's or Work Group's work product is completed and approved by the Board of Directors for publication as a final document or as a Successor LoRaWAN Specification (as defined in the IPR Policy), or the Committee or Work Group is terminated, as the case may be. After the final work product is approved and published, or when the Committee or Work Group is disbanded or suspended, information shall not be considered internal use only whether or not it is included in any final work product. If a Member wishes to submit any information it would like to be kept confidential if not included in the final work product, the matter must be discussed with each of the respective Committee or Work Group Members in advance, and the information only be disclosed if agreed to by all parties, and only subject to a negotiated and executed confidentiality agreement.

**5. IPR POLICY AND ANTITRUST GUIDELINES** Member agrees to comply with the Organizational Documents and all relevant antitrust statutes, laws and guidelines of each relevant jurisdiction. Member agrees to consult its legal counsel for any questions related to the antitrust regulations and guidelines that govern Member's activities in the Alliance. Member consents to the disclosure of its name as a member of the Alliance for the purpose of permitting the Alliance to invoke the protection of the National Cooperative Research and Production Act of 1993 (15 U.S.C. §§4301, et seq.).

**6. DISPUTE RESOLUTION** The following provisions apply in the event of disputes between Members and the Alliance. Notwithstanding anything else herein, this Section 6 shall apply only to disputes between the Alliance and Members and shall not apply to any disputes between Members or between Members and third parties.

**6.1 Mediation.** The parties agree to first submit any controversy or claim between Members and/or between Members and the Alliance arising out of or relating to this Agreement or the Organizational Documents, or the breach hereof or thereof, or any rights or materials licensed hereunder or thereunder, to non-binding mediation in California by a mediator to be selected by the parties from among the California chapter of the American Arbitration Association ("AAA") mediation or commercial arbitration panelists. The parties agree to conduct mediation beginning no later than sixty (60) days after a request by a party hereunder and to mediate in good faith for no less than thirty (30) days before mediation is abandoned.

**6.2 Arbitration.** Any controversy or claim between Member and the Alliance not resolved by mediation, arising out of or relating to this Agreement or the Organizational Documents, or the breach hereof or thereof, or any rights or materials licensed hereunder or thereunder, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules (the “Rules”) of the AAA, and the procedures set forth below. In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction.

(a) Location. The location of the mediation and arbitration shall be in San Francisco, California.

(b) Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) neutral arbitrators who are independent and disinterested with respect to the Alliance and Member, this Agreement and the outcome of the arbitration. Each party will nominate one arbitrator, and the arbitrators nominated by the parties will jointly appoint an independent chairman. If no chairman is appointed within 30 days of the appointment of the second arbitrator, the chairman will be appointed by the AAA, in accordance with the Rules. The arbitrators will have no authority to award damages excluded by this Agreement, or damages in excess of the limitations contained in this Agreement.

(c) Case Management. Prompt resolution of any dispute between any Member and the Alliance is important to all parties, and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.

(d) Remedies. The arbitrators may grant any legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a state or federal court, provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in this Agreement and extend only to disputes between Member and the Alliance. Nothing in this Agreement will prevent either party from resorting to judicial proceedings if interim or provisional relief from a court is necessary either to prevent material prejudice to one party or to third parties, or to prevent or stop a breach of any confidentiality provisions or intellectual property rights.

(e) Expenses. Each party shall bear its own expenses for the arbitration, including expert witness fees and attorneys’ fees. The parties shall share equally in the payment of the arbitrators’ fees as and when billed by the arbitrators.

(f) Arbitration Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, management

employees, witnesses, experts, investors, attorneys, lenders, insurers and others who may be directly affected, provided that the disclosing party shall use commercially reasonable efforts to ensure such parties maintain such information confidential. Additionally, the parties may make such disclosures as are required by applicable law or regulation or the order of any court of competent jurisdiction.

(g) Intellectual Property. Notwithstanding anything else herein, this Section 6.2 shall not apply to any intellectual property rights of Member with respect to the Alliance, other Members or third parties, and there shall be no arbitration of issues of the validity, misappropriation, infringement, ownership or enforceability of any patents, copyrights, or confidential information of the Alliance or Member.

**6.3 Governing Law; Venue; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws provisions. For the limited purposes of enforcement of this Agreement, the parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Delaware.

**6.4 Alternative Dispute Resolution Provisions.** In the event that any policy adopted by the Alliance provides for different dispute resolution procedures, the terms of such policy shall supersede the dispute resolution provisions set forth herein, to the extent of such difference, provided that such new terms are consented to by Member and limited to disputes with the Alliance.

## 7. GENERAL

**7.1 Definitions.** All capitalized terms used herein or in an Exhibit and not otherwise defined shall have the meaning assigned in the Bylaws.

**7.2 No Implied Joint Venture.** This Agreement does not create a joint venture, partnership or other form of business association among the Members or with the Alliance nor an obligation to develop, make available, use, buy, sell or provide any information, product, service or technology, or provide any license except as expressly provided in the IPR Policy and nothing contained in this Agreement and no action taken by Member shall be deemed to render Member an employee, agent or representative of the Alliance or of any other Member.

**7.3 Licenses and Permits.** Member shall possess or obtain at its own expense all necessary licenses or permits that may be required for participation in the Alliance.

**7.4 Enforceability and Interpretation.** If any provision of this Agreement is held for any reason to be invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the parties' intention underlying the invalid or unenforceable provision. The headings in this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement.

**7.5 Limitation of Liability.** No party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations under this Agreement due to any act of God, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed. WITH RESPECT TO THE ALLIANCE OR MEMBER'S PARTICIPATION IN THE ALLIANCE, IN NO EVENT SHALL MEMBER BE LIABLE FOR DAMAGES TO ANY OF THE OTHER MEMBERS OR TO THE ALLIANCE, AS APPLICABLE, NOR SHALL THE ALLIANCE OR MEMBERS BE LIABLE TO OTHER MEMBERS OR TO THE ALLIANCE FOR ANY DIRECT DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**7.6 Waiver.** No approval, consent or waiver under this Agreement will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right under this Agreement shall not constitute a waiver of such rights.

**7.7 Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

**7.8 Effectiveness.** This Agreement shall come into effect when the Alliance has received a signed copy of this Agreement and all required dues, fees and assessments from Member and this Agreement has been accepted by the Alliance and such Agreement shall terminate upon Member's resignation or failure to pay required dues, fees and assessments. At such time, the Alliance shall promptly countersign this Agreement and transmit a countersigned copy to Member.

**7.9 Integration.** This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement between Member and the Alliance concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized.

ACCEPTED AND AGREED TO:

LoRa Alliance, Inc.

Member:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Address:

5177 Brandin Court

\_\_\_\_\_

Fremont, CA 94538 USA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile: 510-492-4001

Facsimile: \_\_\_\_\_

Phone: 510-492-4044

Phone: \_\_\_\_\_

Email: [admin@mail.lora-alliance.org](mailto:admin@mail.lora-alliance.org)

Email: \_\_\_\_\_

**EXHIBIT 1: ALLIANCE BYLAWS**



**EXHIBIT 2: ALLIANCE INTELLECTUAL PROPERTY RIGHTS  
(IPR) POLICY**

**LoRa Alliance, Inc.**  
**LoRa Alliance Institutional Member Application Supplement**

This is a supplement to the LoRa Alliance online membership application (available at <https://www.lora-alliance.org/become-a-member>) for those wishing to apply for the Institutional Member level. Please provide the requested information below in order to help the Board consider your application for Institutional Membership.

Name of Institution: \_\_\_\_\_

Contact: \_\_\_\_\_

Organization Website: \_\_\_\_\_

We are a non-profit organization. *Please provide supplemental documentation to verify your non-profit status.*

Description of Interest in LoRa technology:

\_\_\_\_\_  
\_\_\_\_\_

Proposed Contributions to the LoRa Alliance (e.g., how would you participate):

\_\_\_\_\_  
\_\_\_\_\_

Summary of Qualifications of Institution and/or Individual Contributors:

\_\_\_\_\_  
\_\_\_\_\_